



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**
75407
Amendment 1

July 6, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE – SOUTH AREA
SUPERVISORIAL DISTRICTS 2 AND 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the additional contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that the service contract, as amended, remains cost-effective pursuant to Los Angeles County Code Chapter 2.121.
3. Approve amending Contract No. 75407 with United Pacific Services, Inc., to authorize the monthly maintenance of the landscaping area at the Marina Del Rey Earth Day Site 1, Marina Del Rey Earth Day Site 2, and Dominguez Channel – Manhattan Beach Boulevard starting upon Board approval.
4. Authorize Public Works to supplement Contract No. 75407 by an additional amount of \$6,000 to increase the annual not-to-exceed amount from \$773,848 to \$779,848 for the current contract year and by \$24,000 from \$773,848 to \$797,848 for each remaining option year.
5. Instruct the Mayor to execute this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 18, 2005, Agenda 27, your Board approved Contract No. 75407 with United Pacific Services, Inc., to provide landscaping and grounds maintenance services to maintain the Los Angeles River, Compton Creek, Rio Hondo Channel, Ballona Creek, Dominguez Channel Earth Day Sites, and Centinela Creek.

The purpose of this recommended action is to authorize the monthly landscaping and grounds maintenance services to maintain the following new Earth Day Sites:

- Marina Del Rey Earth Day Site 1
- Marina Del Rey Earth Day Site 2
- Dominguez Channel – Manhattan Beach Boulevard

These services will start upon Board approval.

Implementation of Strategic Plan Goals

This recommended action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. This amendment will continue to utilize the contractor's expertise to effectively provide these landscaping and grounds maintenance services in a timely, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

Based on the contractor's quoted rates, the additional monthly payment will be \$2,000, increasing the total annual maximum sum for Contract No. 75407 by \$6,000 from \$773,848 to \$779,848 for the current contract year and by \$24,000 from \$773,848 to \$797,848 for each remaining option year. Financing for this amendment is included in Public Works' 2006-07 Flood Fund budget. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This amendment has been executed by the contractor and approved as to form by County Counsel.

This amendment is consistent with the contract's existing terms, specifications, and conditions. Public Works has reviewed the amended contract cost in accordance with a methodology approved by the Auditor-Controller and has determined that this

The Honorable Board of Supervisors
July 6, 2006
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Proposition A contract remains cost-effective at the increased amount in accordance with the requirements of Los Angeles County Code Chapter 2.121.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as set forth in Sections 15301 (a) and (h) of the State CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Enclosed are three copies of the amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 75407

LANDSCAPE MAINTENANCE – SOUTH AREA

THIS AMENDMENT, made and entered into this ____ day of _____, 2006, by and between the County of Los Angeles Board of Supervisors, acting as the governing body of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and UNITED PACIFIC SERVICES, INC., a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No.75407 was entered into between the DISTRICT and the CONTRACTOR on October 18, 2005, for Landscape Maintenance – South Area; and

WHEREAS, in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, the DISTRICT desires that the CONTRACTOR provide monthly landscaping and grounds maintenance services to maintain the Earth Day Sites: Marina Del Rey Earth Day Site 1; Marina Del Rey Earth Day Site 2; and Dominguez Channel – Manhattan Beach Boulevard; and

WHEREAS, the CONTRACTOR desires to provide the additional service; and

WHEREAS, the DISTRICT has revised its contractor debarment and assignment contract conditions since the inception of Contract No. 75407 and desires to incorporate those revised provisions into Contract No.75407.

NOW, THEREFORE, in consideration of these facts and payment to be made by the DISTRICT, the DISTRICT and the CONTRACTOR agree that Contract No. 75407 between them shall be amended as follows:

FIRST: Attached to this AMENDMENT and incorporated by reference herein is Exhibit I, Landscape Maintenance South Area – Earth Day Sites.

SECOND: Exhibit A, Scope of Work, is hereby amended to add monthly landscaping and grounds maintenance services to maintain the Marina Del Rey Earth Day Site 1, Marina Del Rey Earth Day Site 2, and Dominguez Channel – Manhattan Beach Boulevard.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR \$2,000 per month for this additional service, increasing the total annual maximum sum by \$6,000 from \$773,848 to \$779,848 for the current contract year and by \$24,000 from \$773,848 to \$797,848 for each remaining option year.

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FOURTH: Exhibit B, Section 6, Contractor Responsibility and Debarment, is hereby revised to read as follows:

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the DISTRICT acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the DISTRICT may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on DISTRICT contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the DISTRICT.

The DISTRICT may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the DISTRICT or a nonprofit corporation created by the DISTRICT; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the DISTRICT, any other public entity, or a nonprofit corporation created by the DISTRICT or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the DISTRICT or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The DISTRICT may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the DISTRICT.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

FIFTH: Exhibit B, Section 3.E, Assignment, is hereby revised to read as follows:

The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the DISTRICT, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, DISTRICT consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by DISTRICT to any approved delegate or assignee on any claim under this Contract shall be deductible, at DISTRICT'S sole discretion, against the claims that the CONTRACTOR may have against the DISTRICT.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the DISTRICT in accordance with applicable provisions of this Contract.

SIXTH: This AMENDMENT will become effective upon Board approval.

[illegible]

IN WITNESS WHEREOF, the Board of Supervisors, acting as the governing body of the DISTRICT, has caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

UNITED PACIFIC SERVICES, INC.

By _____
Its President

GUS K. FRANKLIN
Type or Print Name

By _____
Its Secretary

SUSAN K. FRANKLIN
Type or Print Name

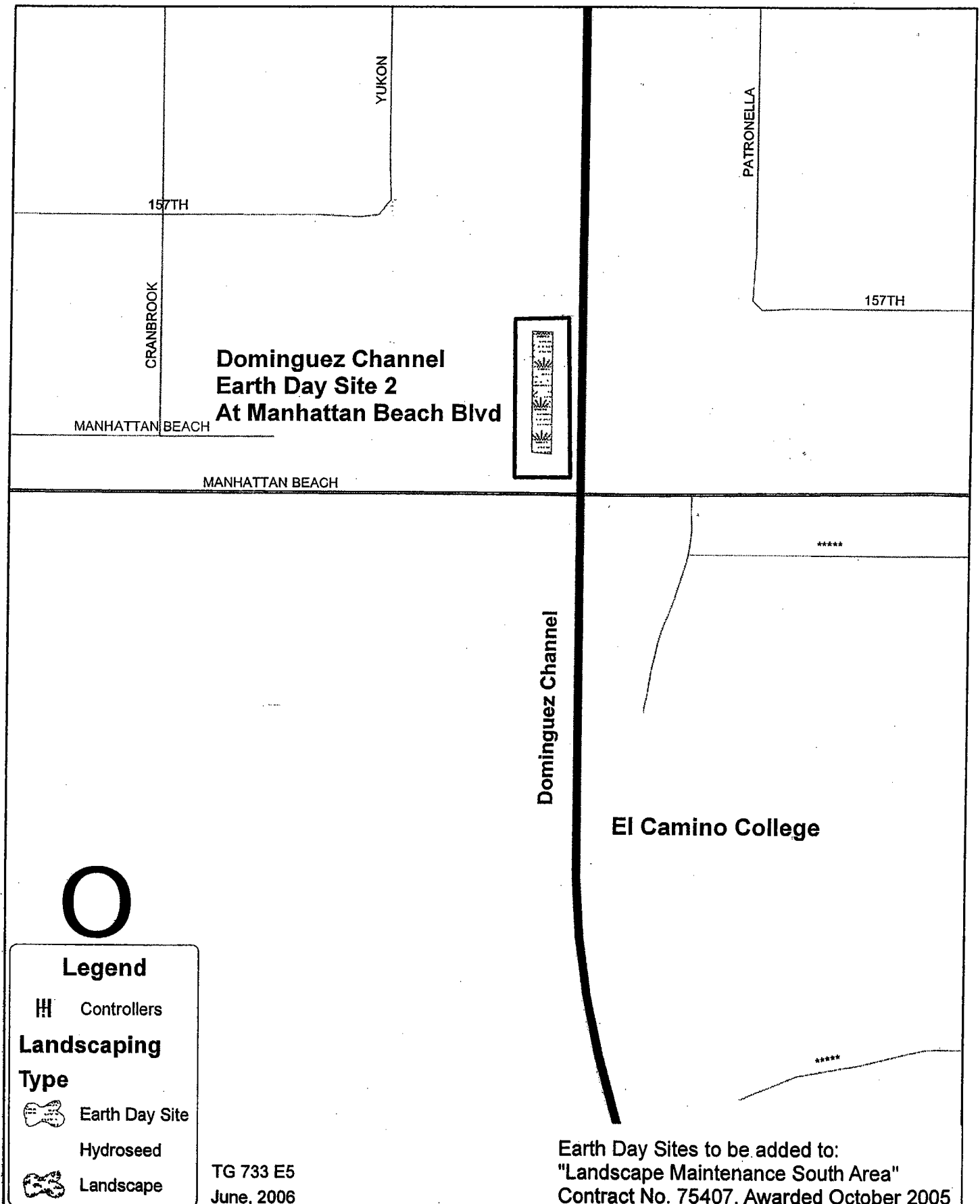
ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> County of <u>Los Angeles</u> On <u>June 29, 2006</u> before me <u>Julie Woi, Notary Public</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>Eus K. Franklin and Gison K. Franklin</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="flex: 1;"> <small>SIGNATURE OF NOTARY</small> </div> <div style="flex: 1; text-align: center;"> </div> </div>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input checked="" type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S)</p> <hr/> <p><input type="checkbox"/> PARTNER(S) <small>TITLE(S)</small> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <hr/> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ _____ _____</p>
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ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
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Landscape Maintenance South Area- Earth Day Sites



Landscape Maintenance South Area- Earth Day Sites

